

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Second Amendment) made and entered into as of this ____ day of _____, 2025, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Provost & Pritchard Engineering Group, Inc., a California Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement, dated May 24, 2022, for Blackstone Avenue Smart Mobility between McKinley Avenue and Shields Avenue (Agreement) in the amount of \$149,900, with a contingency amount not to exceed \$10,000; and

WHEREAS, Consultant has completed Parts One and Two of the Agreement; and

WHEREAS, the City and the Consultant amended the Agreement on June 29, 2023 (First Amendment), to include traffic signal modifications at three intersections to accommodate proposed Class IV bicycle facilities and include additional legal descriptions exhibits for right-of-way acquisitions; and

WHEREAS, the Consultant's sole compensation for additional services rendered under the First Amendment was in the amount of \$22,748, for a total contract amount of \$172,648 with the remaining contingency amount not to exceed \$10,000; and

WHEREAS, it is necessary for the City to amend the Agreement to include additional services required outside the original scope of services, which include, but are not limited to, revising the layout, grading, and detailing of raised bus platforms at Bus Rapid Transit (BRT) stations; and

WHEREAS, City and Consultant now desire to enter into this Second Amendment to modify the scope of work within the Agreement by requiring additional services in the amount of \$15,572 for a total contract amount of \$188,220 with the remaining contingency amount not to exceed \$10,000.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. Consultant shall provide additional services as described in Attachment A, attached hereto and incorporated herein by reference. Such additional services shall be completed within 15 days following execution of this Second Amendment by both parties.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment shall be a total fee of \$15,572, increasing the total fee amount of the Agreement to \$188,220 with the contingency amount not to exceed \$10,000 remaining.

3. In the event of any conflict between the body of this Second Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Second Amendment shall control and take precedence over the terms and conditions expressed

within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Second Amendment, shall be null and void.

4. Except as otherwise provided herein, the remaining provisions of the First Amendment, dated June 29, 2023, and the Agreement, dated May 24, 2022, shall remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Provost & Pritchard Engineering Group,
Inc., a California Corporation

By: _____
DENIX D. ANBIAH, P.E.
Director
Capital Projects Department

By: _____
Jeffrey Dorn
Director of Operations

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Matthew E. Kemp
Chief Strategic Officer

By: _____
Jennifer M. Wharton
Deputy City Attorney

9/29/05
Date

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

REVIEWED BY:
_____
Isaac Campos, Project Manager
Capital Projects Department

Addresses:

CITY:
City of Fresno
Attention: Gustavo Rangel
747 R Street, 2nd Floor
Fresno, CA 93721
Telephone No. 559-621-8804
FAX: 559-457-1277

CONSULTANT:

Provost & Pritchard Engineering Group,
Inc.
Attention: Jeffrey Dorn, PE,
Project Manager
455 W Fir Ave
Clovis, CA 93611
Telephone No. (559) 449-2700
FAX: (559) 449-2715

Attachment: Attachment A – Additional Scope of Services

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between City of Fresno (City)
and Provost & Pritchard Engineering Group, Inc. (Consultant)

Blackstone Avenue Smart Mobility between McKinley Avenue and Shields Avenue

Additional Scope of Services includes, but is not limited to: revising the design of the raised bus platforms which includes updates to the existing configuration, grading, and detailing. A total of four (4) raised bus platforms will require revisions. Further, the roadway will require regrading to meet grades at platforms due to exiting crown and grade conditions at Blackstone Avenue.

Total Cost for the Design Scope Changes.

Total Cost
\$15,572

Total Cost \$15,572